

# **Exhibit 6**

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From: Julien Adams [<mailto:julien@dovellaw.com>]  
Sent: Wednesday, June 11, 2014 3:17 PM  
To: Josh Thane; Alan Fisch; Bill Sigler; Jennifer Doan  
Cc: David Rosen ([drosen@murphyrosen.com](mailto:drosen@murphyrosen.com)); Jeff Rambin ([jrambin@capshawlaw.com](mailto:jrambin@capshawlaw.com)); [Ederieux@capshawlaw.com](mailto:Ederieux@capshawlaw.com)  
Subject: Adams to Counsel 6'11'14 re claim construction issue

Counsel,

We are going to file a motion with the court to resolve a claim construction issue at the pretrial conference. The issue involves the construction of the word "a." We sought a construction of the word "a" at Markman before Judge Ward in connection with the phrase "a service providing network accessible node." In support of our construction, we said that "a" means "one or more." When the court construed the phrase, it construed "service providing network accessible node" and not the entire phrase "a service as "a device. . ." Accordingly, the Court did not construe "a."

We now have a claim construction dispute because Dr. Knutson states that Dr. Almeroth's application of the law that says that "a" means "one or more," so that, for example, "a device" (as used in the court's construction of SPNAN) means "one or more devices" is incorrect.

141. In support of his interpretation, Dr. Almeroth repeatedly makes reference in his report to the fact that he understands that "when the word 'a' appears in a claim, it means 'one or more,'"<sup>70</sup> including in the context of the Court's construction for SPNAN, "a device" for providing a service.<sup>71</sup> However, I am informed by Amazon's attorneys that, as a legal matter, Dr. Almeroth misapplies this claim construction principle.

Under O2 Micro, when the parties raise an actual dispute regarding the proper scope of a claim term, the court must resolve the dispute. We need to know if Amazon will agree to a construction of the term "a" as "one or more." If Amazon will not agree, we would like to meet and confer on this issue tomorrow. We would like to get a motion on file on Friday.

Sincerely,

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